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INC;

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

SYLVIA AHN, Individually and as
Successor-in-Interest to the Estate of
Choung Woong Ahn,

Plaintiff,

vs.

GEO GROUP, INC.; and UNITED
STATES OF AMERICA,

Defendants.

Case No. 1:22-cv-00586

**ANSWER TO THIRD AMENDED
COMPLAINT ON BEHALF OF
GEO GROUP, INC.**

DEMAND FOR JURY TRIAL

Trial Date: None Set

Defendant, GEO GROUP, INC; (“Defendant” or “GEO Group”) answers the
Third Amended Complaint of Plaintiff SYLVIA AHN, Individually and as
Successor-in-Interest to the Estate of Choung Woong Ahn, (“Plaintiff”) as follows:

Introduction

1. Defendant GEO Group, Inc. denies that any cause of action arises from
the Plaintiff’s allegations. Specifically, the Plaintiff took his own life while under
COVID medical care. Neither GEO Group, Inc. nor any of its agents or employees
participated in any torture nor was Ahn subject to solitary confinement.

Parties

2. GEO Group is without knowledge as to the legal or familial

1 relationship between Choung Woong Ahn (“Ahn”) and Sylvia Ahn, however does
2 not dispute standing of Ms. Ahn to proceed with this litigation.

3 3. Denied as to incarceration of Ahn. Ahn was a detainee under the legal
4 requirements of the Immigration and Customs Enforcement Agency and related
5 statutory provisions. Admitted as to the date of death. GEO Group is without
6 knowledge of Ahn’s residence before he was detained.

7 4. Admitted as to corporate address, denied as to GEO Group, Inc.’s
8 incorporation in Florida.

9 5. Denied.

10 6. This paragraph 6 is not directed to GEO Group, Inc. and therefore the
11 allegations are denied.

12 **Jurisdiction and Venue**

13 7. Defendant GEO Group denies that any claims under Section 504 of the
14 Rehabilitation Act, the Alien Tort Statute (“ATS”), or the Federal Tort Claims Act
15 exist as to the allegations of the Plaintiff, however does not contest jurisdiction
16 before this Court.

17 8. GEO Group does not dispute venue before this Court.

18 9. GEO Group does not contest personal jurisdiction by this Court.

19 10. Denied as to the existence of any California state law claims as no such
20 claims are pled.

21 **Factual Allegations**

22 **I. Mr. Ahn’s Detention and Death**

23 11. Denied

24 12. Without knowledge of pre-detention residence or status and therefore
25 Denied.

26 13. Without knowledge of pre-detention medical history and therefore,
27 Denied.

28 14. Without knowledge as to Ahn’s incarceration history.

1 15. Admitted.

2 16. Without knowledge and therefore Denied.

3 17. Admitted.

4 18. Denied.

5 19. Denied.

6 20. Admitted as to renewal of contract. Denied as to any implication of
7 wrongdoing or improper services by GEO Group.

8 21. Denied.

9 22. Denied.

10 23. Denied.

11 24. Denied.

12 25. Denied.

13 26. Denied.

14 27. Admitted.

15 28. Without knowledge as to Ahn's beliefs. Denied as to remainder of the
16 allegations in paragraph 28.

17 29. Denied.

18 30. Denied.

19 31. Admitted as to government requirements during COVID-19 pandemic.
20 Denied as to the remaining allegations in paragraph 31.

21 32. Denied.

22 33. The allegations of paragraph 32, are not directed toward GEO Group.
23 As such, same are Denied.

24 34. Denied.

25 35. Without knowledge as to Plaintiff's specific medical records which
26 were under the care, custody and control of Wellpath, and therefore Denied..

27 36. Denied.

28 37. Denied.

1 38. Denied.

2 39. This provision is not directed to GEO Group and is therefore, Denied.

3 40. Denied.

4 41. Admitted.

5 42. Without knowledge as to specific requests for care made to Mercy
6 Hospital staff and therefore Denied.

7 43. Denied.

8 44. Without knowledge of medical symptoms at time of admission and
9 therefore Denied.

10 45. Admitted.

11 46. Denied.

12 47. Denied.

13 48. Denied.

14 49. Denied.

15 50. Denied.

16 51. Denied.

17 52. Denied as stated. The Court order and remedial action are public
18 record and the true indication of the steps required.

19 53. Denied.

20 54. Denied.

21 55. GEO Group is without knowledge as to any communication with
22 family members and therefore, the allegations of paragraph 55 are denied.

23 56. Denied.

24 57. GEO Group is without knowledge as to any communication between
25 ICE and Ahn and therefore the allegations of this paragraph 57 are denied.

26 58. Denied.

27 59. Without knowledge of Ahn's hearing status and therefore, Denied.

28 60. Denied.

61. Denied as stated.

62. Without knowledge of the relationship between Sylvia Ahn and Ahn and therefore, Denied.

II. Presentation of Claims.

63. Without knowledge of Plaintiff's administrative proceedings with ICE and therefore Denied.

64. Without knowledge of Plaintiff's administrative proceedings with ICE and therefore Denied.

III. Applicable Standards and Protocols.

65. Admitted.

66. Admitted.

67. Admitted.

68. GEO Group defers to the actual standards set forth in the PBNDS and therefore denies this allegation as characterized by the Plaintiff.

69. Denied as stated.

70. GEO Group defers to the actual standards set forth in the PBNDS and therefore, denies these allegations as characterized by the Plaintiff.

71. GEO Group defers to the actual standards set forth in the PBNDS and therefore, denies this allegation as characterized by the Plaintiff.

72. GEO Group defers to the actual standards set forth in the PBNDS and therefore, denies these allegations as characterized by the Plaintiff.

73. GEO Group defers to the actual standards set forth in the PBNDS and therefore, denies these allegations as characterized by the Plaintiff.

74. Denied.

75. GEO Group defers to the actual standards set forth in the PBNDS and therefore, denies these allegations as characterized by the Plaintiff.

76. Admitted.

77. Denied.

93. Denied.

**COUNT TWO: DISABILITY DISCRIMINATION – VIOLATION OF THE
REHABILITATION ACT**
Plaintiff against GEO Group

94. Defendant, realleges and reasserts the defenses and responses set forth in paragraphs 1-83 as if set forth more fully herein.

95. The allegations of this paragraph 95 cite to statutory law which GEO contends is not applicable to the case at bar and therefore Denies the allegations.

96. The allegations of this paragraph, 96 cite to statutory law which GEO Group contends is not applicable to the case at bar and therefore, Denies the allegations.

97. The allegations of this paragraph 96 cite to statutory law which GEO Group contends is not applicable to the case at bar and therefore Denies same.

98. The allegations of this paragraph 97 cite to statutory law which GEO Group contends is not applicable to the case at bar and therefore, Denies same.

99. GEO Group is without knowledge as to Plaintiff's specific rights under ICE protocols and related statutory provisions and therefore, Denies same.

100. Admitted.

101. Denied.

102. Denied.

103. Denied.

104. Denied.

105. Denied.

106. Denied as to the application of this Guide to the case at bar.

107. Denied as to the application of this Guide to the case at bar.

108. GEO Group defers to the actual requirements of the PBNDS and therefore Denies these allegations as characterized by the Plaintiff.

1 109. GEO defers to the actual requirements of the PBNDS and therefore
2 Denies these allegations as characterized by the Plaintiff.

3 110. Denied.

4 111. Denied.

5 112. Denied.

6 113. Denied including all subparts a-i.

7 114. Denied.

8 115. Denied as to any violation of Section 377.11 of California Civil Code
9 and further Denied as to any entitlement by Plaintiff to recovery of any damages
10 against GEO Group.

11 **COUNT THREE: VIOLATION OF THE LAW OF NATIONS UNDER THE**
12 **ALIEN TORT STATUTE FOR TORTURE & CRUEL, INHUMANE AND**
13 **DEGRADING TREATMENT.**

14 *Plaintiff against GEO Group*

15 116. Defendant GEO Group realleges and reasserts the defenses and
16 responses set forth in paragraphs 1-83 above as if set forth more fully herein.

17 117. .The cited law speaks for itself and defendant relies on the actual text.
18 To the extent the Plaintiff claims this statutory is applicable to GEO Group or that
19 GEO Group violated same, those allegations are Denied.

20 118. Denied as stated. GEO Group relies on the statutory provisions and this
21 Court's determination of any application to GEO group.

22 119. Denied as stated. GEO group relies on the statutory provisions and this
23 Court's determination of any application to GEO Group.

24 120. Denied.

25 121. Denied as to any application of the stated statute to GEO Group.

26 122. Denied as to any application of the stated statute to GEO Group.

27 123. Denied as to characterization and application of cited law to GEO
28 Group.

1 124. Denied.

2 125. Denied.

3 126. Denied.

4 127. Denied.

5 128. Denied.

6 129. Denied.

7 130. Admitted as to training received. Denied as to all other allegations of
8 paragraph 130.

9 131. Denied.

10 132. Denied

11 133. Denied.

12 134. Denied.

13 135. Denied.

14 136. Without knowledge of Plaintiff's alleged status as successor in interest
15 and therefore, Denied.

16 **COUNT FOUR: NEGLIGENCE OR NEGLIGENCE PER SE**

17 137. GEO Group realleges its defenses and responses as set forth in
18 paragraphs 1-83 above as if set forth more fully herein.

19 138. This paragraph asserts a statement of law and does require a response,
20 however, GEO Group Denies all allegations which state or imply that it committed
21 any negligence regarding Ahn.

22 139. Admitted as to statutory and contractual duty of care. Denied as to all
23 other characterizations and allegations of this paragraph 139.

24 140. Denied including as to all allegations in sub-paragraphs a-f.

25 141. Denied.

26 142. Denied.

27 143. Denied.

28 144. GEO Group is without knowledge of Plaintiff's standing as successor

1 in interest and therefore Denies the allegations in paragraph 144.

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4 **COUNT FIVE – INTENTIONAL INFLICTION OF EMOTIONAL**
5 **DISTRESS**

6 *Plaintiff against Defendant GEO Group*

7 145. Defendant, GEO Group realleges the defenses and responses set forth
8 in paragraphs 1-83 as if set forth more fully herein.

9
10 146. Defendant denies the allegations of this paragraph 146 and defers solely
11 to statutory interpretation and applicability of this cause of action as to GEO Group.
12 Therefore, the allegations are Denied.

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14 147. Denied.

15 148. Denied.

16 149. Denied.

17 150. Denied.

18 151. Denied.

19 152. Denied.

20 153. Denied.

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22 154. GEO Group is without knowledge of the Plaintiff's standing as successor
23 in interest and therefore Denies the allegations in paragraph 154.

24 **COUNT SIX – NEGLIGENT TRAINING SUPERVISION AND RETENTION**

25
26 *Plaintiff against Defendant GEO Group*
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1 155. Defendant, GEO Group realleges the defenses set forth in paragraphs 1-
2 83 above as if set forth more fully herein.

3
4 156. Denied.

5 157. GEO Groip Denies the characterization and summarization of the
6 applicable standards as set forth by Plaintiff in paragraph 157 and therefore, Denies
7 the allegations as set forth
8

9 158. .Denied as stated.

10 159. Denied.

11 160. Denied.

12 161. Denied.

13 162. Denied.

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16 163. Defendant is without knowledge as to the legal status of Plaintiff as
17 successor in interest and therefore, Denies the allegations of paragraph 163.

18 **COUNT SEVEN – (MISNUMBERED BY PLAINTIFF AS COUNT EIGHT):**
19 **VIOLATIONS OF CAL CIVIL CODE Sec. 52.1**
20 **BANE ACT**

21 ***Plaintiff against GEO Group***

22 164. Defendant GEO Group realleges and reasserts the defenses and positions
23 set forth in paragraphs 1-83 as if set forth more fully herein.

24
25 165. GEO Group denies the Plaintiff's characterization of the Bane Act as set
26 forth and denies all remaining allegations of this paragraph.
27

28 166. GEO group denies the characterization of the Plaintiff's allegations in

1 paragraph 166 and further denies any violations or damages resulting from said
2 allegations.

3
4 167. Denied

5 168. Denied.

6 169. Denied.

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8 170. Denied.

9 171. Denied.

10 172. Denied.

11 173. Denied.

12 174. Denied.

13 175. Denied.

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16 176. Defendant GEO Group is without knowledge as the Plaintiff's status as
17 successor in interest and therefore Denies the allegations in paragraph 176.

18 **COUNT EIGHT MISNUMBERED AS COUNT TWELVE: NEGLIGENCE FOR**
19 **UNDELEGATED AND NONDELEGABLE DUTIES – FEDERAL TORTS CLAIMS**

20 **ACTI 28 U.S.C. § 1346(b)**

21 *Plaintiff against Defendant United States*

22 Defendant GEO Group realleges and reasserts the defenses and positions as set
23 forth in paragraphs 1-83 above as if set forth more fully herein.Paragraphs 178 – 226
24 are not addressed toward GEO Group, Inc. To the extent that any actions, inactions,
25 claims, or causes are alleged against GEO Group, same are DENIED.
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AFFIRMATIVE DEFENSES

1.
GROUP alleges as follows:

FIRST AFFIRMATIVE DEFENSE

(Failure to State Cause of Action)

2. As and for a first, separate and affirmative defense to the Complaint and each of its purported causes of action, this answering Defendant alleges that said Complaint, and each and every case of action or purported cause of action contained therein, fails to state facts sufficient to constitute a cause of action against this answering Defendant.

SECOND AFFIRMATIVE DEFENSE

(Standing)

3. As and for a second, separate and affirmative defense to the Complaint and each of its purported causes of action, this answering Defendant alleges Plaintiff lacks standing to bring the claims set forth in the complaint.

THIRD AFFIRMATIVE DEFENSE

(Exercise of Due Care)

4. As and for a third, separate and affirmative defense to the Complaint and each of its purported causes of action, this answering Defendant alleges it exercised ordinary care, caution, and prudence to avoid the alleged loss and damage of Plaintiff and fully complied with its statutory obligations and thus this answering Defendant did not breach any duty to Plaintiff.

FOURTH AFFIRMATIVE DEFENSE

(Standard of Care)

5. As and for a fourth, separate and affirmative defense to the Complaint and each of its purported causes of action, this answering Defendant alleges Plaintiff is barred and precluded from recovery in this action because this answering Defendant

1 alleges that Defendant at all times complied with the applicable standard of care
2 required of this answering Defendant at the time and location where the incident
3 occurred.

4
5 **FIFTH AFFIRMATIVE DEFENSE**

6 **(Cause-in-Fact)**

7 6. As and for a fifth, separate and affirmative defense to the Complaint and
8 each of its purported causes of action, this answering Defendant alleges Plaintiff
9 cannot prove any facts showing that the conduct of this answering Defendant was the
10 cause-in-fact of any alleged injuries or damages suffered by Plaintiff as alleged in the
11 Complaint.

12 **SIXTH AFFIRMATIVE DEFENSE**

13 **(Proximate Cause)**

14 7. As and for a sixth, separate and affirmative defense to the Complaint and
15 each of its purported causes of action, this answering Defendant alleges Plaintiff
16 cannot prove any facts showing that the conduct of this answering Defendant was the
17 cause-in-fact of any alleged injuries or damages suffered by Plaintiff as alleged in the
18 Complaint.

19 **SEVENTH AFFIRMATIVE DEFENSE**

20 **(Comparative Fault/Negligence)**

21 8. As and for a seventh, separate and affirmative defense to the Complaint
22 and each of its purported causes of action, this answering Defendant alleges any
23 injuries or damages to Plaintiff, if any, were proximately caused by the negligence,
24 recklessness, or intentional conduct of Plaintiff. Plaintiff did not conduct himself and
25 did not manage and/or conduct his affairs in a reasonable manner or as a reasonable
26 person would have done in like or similar circumstances and, by reason of such
27 conduct, Plaintiff legally caused and/or contributed, in whole or in part, to his own
28 damages and losses, if any. Plaintiff is therefore, barred from recovery herein, or, if

1 any liability is found on the part of this answering Defendant, then Plaintiff's recovery
2 shall be reduced on the basis of Plaintiff's contributory and/or comparative
3 negligence, recklessness, and intentional conduct.

4 **EIGHTH AFFIRMATIVE DEFENSE**

5 **(Assumption of the Risk)**

6 9. As and for an eighth, separate and affirmative defense to the Complaint
7 and each of its purported causes of action, this answering Defendant alleges Plaintiff
8 conducted himself in such a manner at the time and place referred to in the Complaint
9 herein that implies that Plaintiff reasonably assumed the risk of harm or injury,
10 evidenced by reason of the fact that Plaintiff had actual knowledge of the particular
11 dangers involved in such conduct, knew and understood the degree of risk involved,
12 and thereafter, in spite of such knowledge, freely and voluntarily chose to and did
13 expose himself to that particular known danger, which conduct resulted in the injuries
14 of which Plaintiff now complains, and, therefore, is barred either totally or to the
15 extent of said assumption of any damages.

16 **NINTH AFFIRMATIVE DEFENSE**

17 **(Negligence or Intentional Acts of Others)**

18 10. As and for a ninth, separate and affirmative defense to the Complaint and
19 each of its purported causes of action, this answering Defendant alleges the injuries
20 and damages alleged by Plaintiff, if any, were proximately caused by the negligence,
21 recklessness, and intentional conduct of other persons and/or entities, and thus this
22 answering Defendant is entitled to an allocation of such negligent, reckless and
23 intentional conduct amongst them, conduct which this answering Defendant denies,
24 and these other persons and/or entities. Thus, if any liability is found against this
25 answering Defendant, judgement should be assessed against this answering
26 Defendant only to the extent that it represents the proportionate percentage by which
27 this answering Defendant's acts and/or omissions contributed to Plaintiff's injuries, if
28 any.

TENTH AFFIRMATIVE DEFENSE

(Prop 51: Several Liability of Non-Economic Damages)

11. As and for a tenth, separate and affirmative defense to the Complaint and each of its purported causes of action, this answering Defendant alleges California Civil Code sections 1431.1 through 1431.5, known as the Fair Responsibility Act of 1986, apply to the present action and/or to certain claims therein, and based upon principles of comparative fault, the liability, if any, of this answering Defendant for non-economic damages shall be several only, and shall not be joint with any other person or entity. This answering Defendant, if liable at all, shall be liable only for the amount of non-economic damages allocated to in direct proportion to its respective percentage of fault, and a separate and several judgement shall be rendered against it for non-economic damages, if any.

ELEVENTH AFFIRMATIVE DEFENSE

(Compliance with Law)

12. As and for an eleventh, separate and affirmative defense to the Complaint and each of its purported causes of action, this answering Defendant alleges at all times relevant, the conduct of Defendant alleged in the Complaint conformed to all applicable statutes, governmental regulations, and industry standards.

TWELFTH AFFIRMATIVE DEFENSE

(Indemnification)

13. As and for a twelfth, separate and affirmative defense to the Complaint and each of its purported causes of action, this answering Defendant alleges in the event this answering Defendant is found liable, this answering Defendant is entitled to indemnification by apportionment against all other parties and persons whose negligence contributed proximately to the happening of the claimed incident or alleged damages.

THIRTEENTH AFFIRMATIVE DEFENSE

(Apportionment)

14. As and for a thirteenth, separate and affirmative defense to the Complaint and each of its purported causes of action, this answering Defendant is informed and believes and alleges that each of the other parties, and/or third persons not parties to this action, may have been negligent or legally responsible or otherwise at fault for the damages alleged in Plaintiff's Complaint. This answering Defendant, therefore, requests that in the event of a finding of any liability in favor of Plaintiff, or settlement or judgment against this answering Defendant, an apportionment of fault be made among all parties and third persons as permitted by *Li v. Yellow Cab Company*, 13 Cal.3d 804 (1975). This answering Defendant further requests a judgement and a declaration of partial indemnification and contribution against all other parties or persons in accordance with the apportionment of fault.

FOURTEENTH AFFIRMATIVE DEFENSE

(Lack of Intent)

15. As and for a fourteenth, separate and affirmative defense to the Complaint and each of its purported causes of action, this answering Defendant alleges that Defendant had no intent to harm Plaintiff.

FIFTEENTH AFFIRMATIVE DEFENSE

(No Reckless Disregard)

16. As and for a fifteenth, separate and affirmative defense to the Complaint and each of its purported causes of action, this answering Defendant alleges that if the allegations contained in the Complaint are true, this Defendant did not act with reckless disregard of the probability that Plaintiff would suffer harm or knew that Plaintiff was present when the alleged conduct occurred.

SIXTEENTH AFFIRMATIVE DEFENSE

(Unclean Hands)

17. As and for a sixteenth, separate and affirmative defense to the Complaint and each of its purported causes of action, this answering Defendant alleges and

1 contends that Plaintiff is barred by the doctrine of unclean hands because the alleged
2 damages of which Plaintiff complains resulted from the abuse and misuse of the
3 instrumentalities involved in the incident by Plaintiff, persons whose actions are
4 imputed to Plaintiff, or others unknown to this Answering Defendant and not from
5 any act or omission on the part of this Answering Defendant.

6 **SEVENTEENTH AFFIRMATIVE DEFENSE**

7 **(Laches)**

8 18. As and for a seventeenth, separate and affirmative defense to the
9 Complaint and each of its purported causes of action, this answering Defendant
10 alleges and contends that Plaintiff is barred by the doctrine laches.

11 **EIGHTEENTH AFFIRMATIVE DEFENSE**

12 **(Reservation of Additional Affirmative Defenses)**

13 1. As and for a nineteenth, separate and affirmative defense to the
14 Complaint and each of its purported causes of action, this answering Defendant
15 alleges that it presently has insufficient knowledge or information on which to form a
16 belief as to whether they may have additional, as yet, unstated affirmative defenses
17 available. This answering Defendant reserves herein the right to assert additional
18 defenses in the event that the discovery indicates they would be appropriate.

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20
21 WHEREFORE, Defendants pray:

22 1. That Plaintiff take nothing by reason of her complaint and that
23 judgment be entered in favor of Defendant;

24 2. For the costs of suit incurred herein; and

25 3. For such other and further relief as the Court may deem just and proper.
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1 DATED: June 12, 2024

CHERYL WILKE
LEWIS BRISBOIS BISGAARD & SMITH LLP

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4 By: /s/ Cheryl Wilke
5 CHERYL WILKE
6 Attorneys for Geo Group
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing was filed using the CM/ECF filing portal that will send electronic notification to all counsel of record on this 12th day of June, 2024.

_____/s/ Cheryl Wilke
Cheryl Wilke, Esq.